

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ABC Corporation,

Plaintiff,

v.

The Partnerships and Unincorporated
Associations Identified on Schedule "A"

Defendants.

Case No.: 1:20-cv-02876

Judge: Robert M. Dow, Jr.

UNOPPOSED MOTION FOR EXTENSION OF TIME

Defendants, EverSmart 3C Tech Store and Professional 3C Elec Store, pursuant to FED.

R. CIV. P. 6(b)(1), respectfully move, with consent from Plaintiff, for an extension of time up to and including Aug 15, 2020 to respond to the Plaintiff's complaint [D.E. 1], and in support states:¹

1. Defendants are entities domiciled in the People's Republic of China.
2. Defendants have recently retained the undersigned counsel.
3. The undersigned has not had time and opportunity to adequately investigate the claims and allegations raised against the Defendant, including intricate issues under the Lanham Act, as well as potentially case-dispositive issues such as lack personal jurisdiction, and improper service of process.
4. To adequately conduct a defense, it is also likely that all relevant documents will need to be translated from English to Chinese and vice versa, which requires additional time.

¹ Defendant does not hereby waive, but rather, expressly reserves the right to assert all defenses available to her in accordance with Fed. R. Civ. P. 12(b), including, *inter alia*, lack of personal jurisdiction, improper venue, and insufficient service of process.

5. Tom J Juettner, counsel for the Plaintiff, has indicated that the Plaintiff has consented to this extension request. “Our cases articulate a policy of favoring trial on the merits over default judgment.” *Cracco v. Vitran Exp., Inc.*, 559 F.3d 625, 631 (7th Cir. 2009) (affirming, *inter alia*, this Court’s decision to vacate an order of default). Otherwise, they “would not comport with the ‘just, speedy, and inexpensive determination of every action and proceeding.’” *Grady v. Ocwen Loan Servicing, LLC*, 11-CV-1531, 2014 WL 231952, at *4 (N.D. Ill. Jan. 21, 2014) (citing *Snyder v. Barry Realty, Inc.*, 60 Fed. Appx. 613, 614 (7th Cir. 2003) (noting that “the law prefers that cases be resolved on their merits”)) (quoting in part FED. R. CIV. P. 1).

6. For the above reasons, with Plaintiff’s consent, Defendants respectfully request an extension of time up to and including Aug 15, 2020 to respond to the Plaintiff’s complaint.

Respectfully Submitted:

Date: 07/16/2020

/s/ TAO LIU

Tao Liu, Esq.
Wei Yang, Esq.
He Cheng, Esq.

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New York, NY, 10019
Attorneys for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this July 16, 2020, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, and service was perfected on all counsel of record and interested parties through this system, which will deliver a true and correct copy of the foregoing documents via CM/ECF..

Date: 07/16/2020

/s/ TAO LIU

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